

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF IOWA
CENTRAL DIVISION**

FILED
01 JUL 13 PM 1:09
BY *[Signature]*

ASA-BRANDT, INC. a/k/a ASA-BRANDT PARTNERSHIP; PHILLIP ASA; KEITH BRANDT; ROBERT BECKER; DENNIS CINK; DUANE DEWAARD; BEVERLY EVERETT; RICHARD GARDNER; EDWARD A. OTIS; JIM OTIS; RONALD SCHMIDT; and DEBRA SCHMIDT,

Plaintiffs,

vs.

FARMERS CO-OPERATIVE SOCIETY,

Defendant.

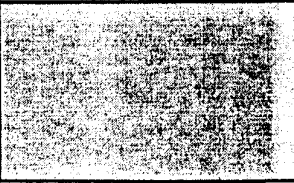
No. C01-3021-MWB

VERDICT FORM

As to plaintiffs Asa-Brandt, Inc. a/k/a Asa-Brandt Partnership, Phillip Asa and Keith Brandt, we, the jury, unanimously find as follows:

THE ASA-BRANDT PLAINTIFFS' CLAIM OF BREACH OF CONTRACT		
1	<p>On the Asa-Brandt plaintiffs' claim of breach of contract, as explained in Final Jury Instruction No. 6, in whose favor do you find? <i>(If your answer is in favor of the Asa-Brandt plaintiffs, go on to line 2, but if your answer is in favor of defendant Wesley, go on to consider the plaintiffs' breach-of-fiduciary-duty claim.)</i></p>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"> <input checked="" type="checkbox"/> Asa-Brandt Plaintiffs </div> <div style="border-bottom: 1px solid black;"> <input type="checkbox"/> Defendant Wesley </div>
2	<p>If you found in favor of the Asa-Brandt plaintiffs, what damages do you award to these plaintiffs on this claim, as damages for defendant Wesley's breach of contract are explained in Final Jury Instruction No. 11?</p>	
	<p>The increased dollar value that these plaintiffs would have received had Wesley fully performed the contract, in the amount of \$ <u>254,780.</u></p> <p>or</p>	
	<p>Nominal damages in the amount of \$1.00.</p>	

THE ASA-BRANDT PLAINTIFFS' CLAIM OF BREACH OF CONTRACT			
3	Punitive Damages (If you have found in favor of the Asa-Brandt plaintiffs, you may award punitive damages as punitive damages are explained in Final Instruction 10.)	Do you find by the greater weight of clear, convincing, and satisfactory evidence that the conduct of defendant Wesley constituted willful and wanton disregard for the rights of another? <i>(If your answer to this question is "No," do not answer the remaining questions in this section but go on to consider plaintiffs' breach-of-fiduciary-duty claim.)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		What amount of punitive damages, if any do you award against defendant Wesley?	\$5000
		Was the conduct of defendant Wesley directed specifically at the Asa-Brandt plaintiffs?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

THE ASA-BRANDT PLAINTIFFS' CLAIM OF BREACH OF FIDUCIARY DUTY		
1	On the Asa-Brandt plaintiffs' claim of breach of fiduciary duty, as explained in Final Jury Instruction No. 7, do you find that Wesley owed a fiduciary duty to the Asa-Brandt plaintiffs? <i>(If your answer is in favor of the Asa-Brandt plaintiffs, go on to line 2, but if your answer is in favor of defendant Wesley, go on to consider the defendant's counterclaim of breach of contract.)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2	As explained in Final Jury Instruction No. 7, do you find that Wesley breached the fiduciary duty owed to the Asa-Brandt plaintiffs? <i>(If your answer is in favor of the Asa-Brandt plaintiffs, go on to line 3, but if your answer is in favor of defendant Wesley, go on to consider the defendant's counterclaim of breach of contract.)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3	As explained in Final Jury Instruction No. 7, do you find that the breach of the fiduciary duty Wesley owed to the Asa-Brandt plaintiffs was the proximate cause of damage to the Asa-Brandt plaintiffs? <i>(If your answer is in favor of the Asa-Brandt plaintiffs, go on to line 4, but if your answer is in favor of defendant Wesley, go on to consider the defendant's counterclaim of breach of contract.)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4	If you found in favor of the plaintiffs on questions 1 through 3, in which of the following ways identified in Final Jury Instruction No. 7, beginning on page 33, do you find that defendant Wesley's breach of its fiduciary duty was a proximate cause of damage to the Asa-Brandt plaintiffs? <i>(Please mark all that apply.)</i>	

THE ASA-BRANDT PLAINTIFFS' CLAIM OF BREACH OF FIDUCIARY DUTY

	<p>A.</p> <p><u>X</u></p>	<p>Wesley failed to inform plaintiffs of Wesley's need of a source of unlimited funds to maintain the flex-hedge program and that it had not obtained prior approval of its lender.</p>	
	<p>B.</p> <p>_____</p>	<p>Wesley misrepresented to plaintiffs that the flex-hedge program allowed plaintiffs to "capture the carry" as Wesley itself did in hedging its grain.</p>	
	<p>C.</p> <p><u>X</u></p>	<p>Wesley failed to adopt a set of internal controls that would allow Wesley to adequately monitor the flex-hedge program and to contend with adverse market conditions.</p>	
	<p>D.</p> <p><u>X</u></p>	<p>Wesley wrote more flex-hedge programs than Wesley knew could be margined through adverse market conditions.</p>	
	<p>E.</p> <p><u>X</u></p>	<p>Wesley failed to adequately warn plaintiffs of all the material risks inherent in the flex-hedge program.</p>	
	<p>F.</p> <p>_____</p>	<p>Wesley encouraged plaintiffs to deliver on the cash market and roll the flex-hedge contracts when Wesley knew it was against plaintiffs' economic interests to do so.</p>	
	<p>G.</p> <p><u>X</u></p>	<p>Wesley took the "other side" of plaintiffs' July 1996 flex-hedge positions and using the plaintiffs' flex-hedge positions to conceal Wesley's speculative trading losses.</p>	
	<p>H.</p> <p><u>X</u></p>	<p>Wesley conspired with other cooperatives to make unreasonable demands on plaintiffs to pay Wesley's margin and deliver grain in an attempt to conceal Wesley's inability to fund the flex-hedge program.</p>	
	<p>I.</p> <p><u>X</u></p>	<p>Wesley as part of a conspiracy with other cooperatives, used false and misleading comments to turn the community against plaintiffs as a means to force plaintiffs to pay margin money they did not owe.</p>	
<p>5</p>	<p>If you found in favor of the Asa-Brandt plaintiffs, what damages do you award to these plaintiffs on this claim, as damages for defendant Wesley's breach of fiduciary duty are explained in Final Jury Instruction No. 11?</p>		
	<p>A.</p> <p>_____</p>	<p>Monetary losses, in the amount of \$ _____, or</p>	
	<p>B.</p> <p>_____</p>	<p>"Benefit of the bargain" damages, in the amount of \$ _____, or</p>	
	<p>C.</p> <p><u>X</u></p>	<p>Nominal damages in the amount of \$1.00.</p>	

THE ASA-BRANDT PLAINTIFFS' CLAIM OF BREACH OF FIDUCIARY DUTY			
	D.	Only answer this question if you awarded damages to these plaintiffs on this claim, and checked box "I" above as one of the ways that defendant Wesley breached its fiduciary duty to the Asa-Brandt plaintiffs. What amount of the total damages in box 5a or box 5b, if any, did you award against defendant Wesley based on the breach of fiduciary duty identified in box "I"? \$ _____	
6	Punitive Damages (If you have found in favor of the Asa-Brandt plaintiffs, you may award punitive damages as punitive damages are explained in Final Instruction 10.)	Do you find by the greater weight of clear, convincing, and satisfactory evidence that the conduct of defendant Wesley constituted willful and wanton disregard for the rights of another? (If your answer to this question is "No," do not answer the remaining questions in this section but go on to consider the defendant's counterclaim of breach of contract.)	<input checked="" type="checkbox"/> Yes ____ No
		What amount of punitive damages, if any do you award against defendant Wesley?	\$ 190,509.55
		Was the conduct of defendant Wesley directed specifically at the Asa-Brandt plaintiffs?	<input checked="" type="checkbox"/> Yes ____ No
		Only answer this question if you awarded punitive damages to these plaintiffs on this claim, and checked box "I" above as one of the ways that defendant Wesley breached its fiduciary duty to the Asa-Brandt plaintiffs. What amount of the total punitive damages, if any, did you award against defendant Wesley based on the breach of fiduciary duty identified in box "I"? \$ 100,000	

DEFENDANT WESLEY'S COUNTERCLAIM OF BREACH OF CONTRACT		
1	On defendant Wesley's counterclaim of breach of contract, as explained in Final Jury Instruction No. 8, in whose favor do you find? (If your answer is in favor of defendant Wesley, go on to line 2, but if your answer is in favor of the Asa-Brandt plaintiffs, go on to consider plaintiff Robert Becker's breach of contract claim.)	<input checked="" type="checkbox"/> Asa-Brandt Plaintiffs
		____ Defendant Wesley
2	If you found in favor of defendant Wesley, what damages do you award to defendant Wesley on this claim, as damages for the Asa-Brandt plaintiffs' breach of contract are explained in Final Jury Instruction No. 11? <i>Asa-Brandt</i>	OK as written

DEFENDANT WESLEY'S COUNTERCLAIM OF BREACH OF CONTRACT			
		The difference between the market price of the grain at the time Wesley learned of the breach and the contract price of the grain, in the amount of \$ _____, or	
		Nominal damages in the amount of \$1.00.	

Date: 13 Jul 01 **Time:** 1230

As to plaintiff Robert Becker, we, the jury, unanimously find as follows:

PLAINTIFF ROBERT BECKER'S CLAIM OF BREACH OF CONTRACT		
1	On plaintiff Robert Becker's claim of breach of contract, as explained in Final Jury Instruction No. 6, in whose favor do you find? <i>(If your answer is in favor of plaintiff Robert Becker, go on to line 2, but if your answer is in favor of defendant Wesley, go on to consider the plaintiff's breach-of-fiduciary-duty claim.)</i>	<input checked="" type="checkbox"/> Plaintiff Robert Becker <input type="checkbox"/> Defendant Wesley
2	If you found in favor of plaintiff Robert Becker, what damages do you award to this plaintiff on this claim, as damages for defendant Wesley's breach of contract are explained in Final Jury Instruction No. 11?	
	<input checked="" type="checkbox"/> The increased dollar value that this plaintiff would have received had Wesley fully performed the contract, in the amount of \$ <u>18,237.50</u> or <input type="checkbox"/> Nominal damages in the amount of \$1.00.	
3	Punitive Damages <i>(If you have found in favor of plaintiff Robert Becker, you may award punitive damages as punitive damages are explained in Final Instruction 10.</i>	
	Do you find by the greater weight of clear, convincing, and satisfactory evidence that the conduct of defendant Wesley constituted willful and wanton disregard for the rights of another? <i>(If your answer to this question is "No," do not answer the remaining questions in this section but go on to consider plaintiff's breach-of-fiduciary-duty claim.)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	What amount of punitive damages, if any do you award against defendant Wesley?	<u>\$5000</u>
	Was the conduct of defendant Wesley directed specifically at plaintiff Robert Becker?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

PLAINTIFF ROBERT BECKER'S CLAIM OF BREACH OF FIDUCIARY DUTY	
1	On plaintiff Robert Becker's claim of breach of fiduciary duty, as explained in Final Jury Instruction No. 7, do you find that Wesley owed a fiduciary duty to plaintiff Robert Becker? <i>(If your answer is in favor of plaintiff Robert Becker, go on to line 2, but if your answer is in favor of defendant Wesley, go on to consider the defendant's counterclaim of breach of contract.)</i>
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

PLAINTIFF ROBERT BECKER'S CLAIM OF BREACH OF FIDUCIARY DUTY		
2	As explained in Final Jury Instruction No. 7, do you find that Wesley breached the fiduciary duty owed to plaintiff Robert Becker? <i>(If your answer is in favor of plaintiff Robert Becker, go on to line 3, but if your answer is in favor of defendant Wesley, go on to consider the defendant's counterclaim of breach of contract.)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3	As explained in Final Jury Instruction No. 7, do you find that the breach of the fiduciary duty Wesley owed to plaintiff Robert Becker was the proximate cause of damage to plaintiff Robert Becker? <i>(If your answer is in favor of plaintiff Robert Becker, go on to line 4, but if your answer is in favor of defendant Wesley, go on to consider the defendant's counterclaim of breach of contract.)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4	If you found in favor of plaintiff Robert Becker on questions 1 through 3, in which of the following ways identified in Final Jury Instruction No. 7, beginning on page 33, do you find that defendant Wesley's breach of its fiduciary duty was a proximate cause of damage to plaintiff Robert Becker? <i>(Please mark all that apply.)</i>	
	A. <input checked="" type="checkbox"/> Wesley failed to inform plaintiffs of Wesley's need of a source of unlimited funds to maintain the flex-hedge program and that it had not obtained prior approval of its lender.	
	B. <input type="checkbox"/> Wesley misrepresented to plaintiffs that the flex-hedge program allowed plaintiffs to "capture the carry" as Wesley itself did in hedging its grain.	
	C. <input checked="" type="checkbox"/> Wesley failed to adopt a set of internal controls that would allow Wesley to adequately monitor the flex-hedge program and to contend with adverse market conditions.	
	D. <input checked="" type="checkbox"/> Wesley wrote more flex-hedge programs than Wesley knew could be margined through adverse market conditions.	
	E. <input checked="" type="checkbox"/> Wesley failed to adequately warn plaintiffs of all the material risks inherent in the flex-hedge program.	
	F. <input type="checkbox"/> Wesley encouraged plaintiffs to deliver on the cash market and roll the flex-hedge contracts when Wesley knew it was against plaintiffs' economic interests to do so.	
	G. <input checked="" type="checkbox"/> Wesley took the "other side" of plaintiffs' July 1996 flex-hedge positions and using the plaintiffs' flex-hedge positions to conceal Wesley's speculative trading losses.	

PLAINTIFF ROBERT BECKER'S CLAIM OF BREACH OF FIDUCIARY DUTY		
	H. <u>X</u>	Wesley conspired with other cooperatives to make unreasonable demands on plaintiffs to pay Wesley's margin and deliver grain in an attempt to conceal Wesley's inability to fund the flex-hedge program.
	I. <u>X</u>	Wesley as part of a conspiracy with other cooperatives, used false and misleading comments to turn the community against plaintiffs as a means to force plaintiffs to pay margin money they did not owe.
5	If you found in favor of plaintiff Robert Becker, what damages do you award to this plaintiff on this claim, as damages for defendant Wesley's breach of fiduciary duty are explained in Final Jury Instruction No. 11?	
	A. _____	Monetary losses, in the amount of \$_____, or
	B. _____	"Benefit of the bargain" damages, in the amount of \$_____, or
	C. <u>X</u>	Nominal damages in the amount of \$1.00.
	D.	Only answer this question if you awarded damages to this plaintiff on this claim, and checked box "I" above as one of the ways that defendant Wesley breached its fiduciary duty to plaintiff Robert Becker. What amount of the total damages in box 5a or box 5b, if any, did you award against defendant Wesley based on the breach of fiduciary duty identified in box "I"? \$_____

PLAINTIFF ROBERT BECKER'S CLAIM OF BREACH OF FIDUCIARY DUTY			
6	Punitive Damages (If you have found in favor of plaintiff Robert Becker, you may award punitive damages as punitive damages are explained in Final Instruction 10.)	Do you find by the greater weight of clear, convincing, and satisfactory evidence that the conduct of defendant Wesley constituted willful and wanton disregard for the rights of another? (If your answer to this question is "No," do not answer the remaining questions in this section but go on to consider the defendant's counterclaim of breach of contract.)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		What amount of punitive damages, if any do you award against defendant Wesley?	\$ 137,546.80
		Was the conduct of defendant Wesley directed specifically at plaintiff Robert Becker?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		Only answer this question if you awarded punitive damages to this plaintiff on this claim, and checked box "I" above as one of the ways that defendant Wesley breached its fiduciary duty to plaintiff Robert Becker. What amount of the total punitive damages, if any, did you award against defendant Wesley based on the breach of fiduciary duty identified in box "I"? \$ 100,000	

DEFENDANT WESLEY'S COUNTERCLAIM OF BREACH OF CONTRACT			
1	On defendant Wesley's counterclaim of breach of contract, as explained in Final Jury Instruction No. 8, in whose favor do you find? (If your answer is in favor of defendant Wesley, go on to line 2, but if your answer is in favor of plaintiff Robert Becker, go on to consider plaintiff Dennis Cink's breach of contract claim.)	<input checked="" type="checkbox"/> Plaintiff Robert Becker	
		<input type="checkbox"/> Defendant Wesley	
2	If you found in favor of defendant Wesley, what damages do you award to defendant Wesley on this claim, as damages for plaintiff Robert Becker's breach of contract are explained in Final Jury Instruction No. 11?		
		The difference between the market price of the grain at the time Wesley learned of the breach and the contract price of the grain, in the amount of \$ _____, or	
		Nominal damages in the amount of \$1.00.	

Date: 13 Jul 01

Time: 1230

As to plaintiff Dennis Cink, we, the jury, unanimously find as follows:

PLAINTIFF DENNIS CINK'S CLAIM OF BREACH OF CONTRACT			
1	On plaintiff Dennis Cink's claim of breach of contract, as explained in Final Jury Instruction No. 6, in whose favor do you find? <i>(If your answer is in favor of plaintiff Dennis Cink, go on to line 2, but if your answer is in favor of defendant Wesley, go on to consider the plaintiff's breach-of-fiduciary-duty claim.)</i>	<input checked="" type="checkbox"/> Plaintiff Dennis Cink's	
		_____ Defendant Wesley	
2	If you found in favor of plaintiff Dennis Cink, what damages do you award to this plaintiff on this claim, as damages for defendant Wesley's breach of contract are explained in Final Jury Instruction No. 11?		
	<input checked="" type="checkbox"/> The increased dollar value that this plaintiff would have received had Wesley fully performed the contract, in the amount of \$ <u>44,450.00</u>	or	
	_____ Nominal damages in the amount of \$1.00.		
3	Punitive Damages (If you have found in favor of plaintiff Dennis Cink, you may award punitive damages as punitive damages are explained in Final Instruction 10.	Do you find by the greater weight of clear, convincing, and satisfactory evidence that the conduct of defendant Wesley constituted willful and wanton disregard for the rights of another? <i>(If your answer to this question is "No," do not answer the remaining questions in this section but go on to consider plaintiff's breach-of-fiduciary-duty claim.)</i>	<input checked="" type="checkbox"/> Yes _____ No
		What amount of punitive damages, if any do you award against defendant Wesley?	\$ <u>5000</u>
		Was the conduct of defendant Wesley directed specifically at plaintiff Dennis Cink?	<input checked="" type="checkbox"/> Yes _____ No

PLAINTIFF DENNIS CINK'S CLAIM OF BREACH OF FIDUCIARY DUTY	
1	On plaintiff Dennis Cink's claim of breach of fiduciary duty, as explained in Final Jury Instruction No. 7, do you find that Wesley owed a fiduciary duty to plaintiff Dennis Cink? <i>(If your answer is in favor of plaintiff Dennis Cink, go on to line 2, but if your answer is in favor of defendant Wesley, go on to consider the defendant's counterclaim of breach of contract.)</i>
	<input checked="" type="checkbox"/> Yes _____ No

PLAINTIFF DENNIS CINK'S CLAIM OF BREACH OF FIDUCIARY DUTY		
2	As explained in Final Jury Instruction No. 7, do you find that Wesley breached the fiduciary duty owed to plaintiff Dennis Cink? <i>(If your answer is in favor of plaintiff Dennis Cink, go on to line 3, but if your answer is in favor of defendant Wesley, go on to consider the defendant's counterclaim of breach of contract.)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3	As explained in Final Jury Instruction No. 7, do you find that the breach of the fiduciary duty Wesley owed to plaintiff Dennis Cink was the proximate cause of damage to plaintiff Dennis Cink? <i>(If your answer is in favor of plaintiff Dennis Cink, go on to line 4, but if your answer is in favor of defendant Wesley, go on to consider the defendant's counterclaim of breach of contract.)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4	If you found in favor of plaintiff Dennis Cink on questions 1 through 3, in which of the following ways identified in Final Jury Instruction No. 7, beginning on page 33, do you find that defendant Wesley's breach of its fiduciary duty was a proximate cause of damage to plaintiff Dennis Cink? <i>(Please mark all that apply.)</i>	
	A. <input checked="" type="checkbox"/> Wesley failed to inform plaintiffs of Wesley's need of a source of unlimited funds to maintain the flex-hedge program and that it had not obtained prior approval of its lender.	
	B. <input type="checkbox"/> Wesley misrepresented to plaintiffs that the flex-hedge program allowed plaintiffs to "capture the carry" as Wesley itself did in hedging its grain.	
	C. <input checked="" type="checkbox"/> Wesley failed to adopt a set of internal controls that would allow Wesley to adequately monitor the flex-hedge program and to contend with adverse market conditions.	
	D. <input checked="" type="checkbox"/> Wesley wrote more flex-hedge programs than Wesley knew could be margined through adverse market conditions.	
	E. <input checked="" type="checkbox"/> Wesley failed to adequately warn plaintiffs of all the material risks inherent in the flex-hedge program.	
	F. <input type="checkbox"/> Wesley encouraged plaintiffs to deliver on the cash market and roll the flex-hedge contracts when Wesley knew it was against plaintiffs' economic interests to do so.	
	G. <input checked="" type="checkbox"/> Wesley took the "other side" of plaintiffs' July 1996 flex-hedge positions and using the plaintiffs' flex-hedge positions to conceal Wesley's speculative trading losses.	

PLAINTIFF DENNIS CINK'S CLAIM OF BREACH OF FIDUCIARY DUTY		
	H. <input checked="" type="checkbox"/>	Wesley conspired with other cooperatives to make unreasonable demands on plaintiffs to pay Wesley's margin and deliver grain in an attempt to conceal Wesley's inability to fund the flex-hedge program.
	I. <input checked="" type="checkbox"/>	Wesley as part of a conspiracy with other cooperatives, used false and misleading comments to turn the community against plaintiffs as a means to force plaintiffs to pay margin money they did not owe.
5	If you found in favor of plaintiff Dennis Cink, what damages do you award to this plaintiff on this claim, as damages for defendant Wesley's breach of fiduciary duty are explained in Final Jury Instruction No. 11?	
	A.	Monetary losses, in the amount of \$ _____, or _____
	B.	"Benefit of the bargain" damages, in the amount of \$ _____, or _____
	C. <input checked="" type="checkbox"/>	Nominal damages in the amount of \$1.00.
	D.	Only answer this question if you awarded damages to this plaintiff on this claim, and checked box "I" above as one of the ways that defendant Wesley breached its fiduciary duty to plaintiff Dennis Cink. What amount of the total damages in box 5a or box 5b, if any, did you award against defendant Wesley based on the breach of fiduciary duty identified in box "I"? \$ _____

PLAINTIFF DENNIS CINK'S CLAIM OF BREACH OF FIDUCIARY DUTY			
6	Punitive Damages (If you have found in favor of plaintiff Dennis Cink, you may award punitive damages as punitive damages are explained in Final Instruction 10.)	Do you find by the greater weight of clear, convincing, and satisfactory evidence that the conduct of defendant Wesley constituted willful and wanton disregard for the rights of another? <i>(If your answer to this question is "No," do not answer the remaining questions in this section but go on to consider the defendant's counterclaim of breach of contract.)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		What amount of punitive damages, if any do you award against defendant Wesley?	\$127,410.55
		Was the conduct of defendant Wesley directed specifically at plaintiff Dennis Cink?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		Only answer this question if you awarded punitive damages to this plaintiff on this claim, and checked box "I" above as one of the ways that defendant Wesley breached its fiduciary duty to plaintiff Dennis Cink. What amount of the total punitive damages, if any, did you award against defendant Wesley based on the breach of fiduciary duty identified in box "I"? \$ 100,000	

DEFENDANT WESLEY'S COUNTERCLAIM OF BREACH OF CONTRACT		
1	On defendant Wesley's counterclaim of breach of contract, as explained in Final Jury Instruction No. 8, in whose favor do you find? <i>(If your answer is in favor of defendant Wesley, go on to line 2, but if your answer is in favor of plaintiff Dennis Cink, go on to consider plaintiff Duane DeWaard's breach of contract claim.)</i>	<input checked="" type="checkbox"/> Plaintiff Dennis Cink
		<input type="checkbox"/> Defendant Wesley
2	If you found in favor of defendant Wesley, what damages do you award to defendant Wesley on this claim, as damages for plaintiff Dennis Cink' breach of contract are explained in Final Jury Instruction No. 11?	
	The difference between the market price of the grain at the time Wesley learned of the breach and the contract price of the grain. in the amount of \$ _____, or	
	Nominal damages in the amount of \$1.00.	

Date: 13 July 01

Time: 1230

As to plaintiff Duane DeWaard, we, the jury, unanimously find as follows:

PLAINTIFF DUANE DEWAARD'S CLAIM OF BREACH OF CONTRACT			
1	On plaintiff Duane DeWaard's claim of breach of contract, as explained in Final Jury Instruction No. 6, in whose favor do you find? <i>(If your answer is in favor of plaintiff Duane DeWaard, go on to line 2, but if your answer is in favor of defendant Wesley, go on to consider the plaintiff's breach-of-fiduciary-duty claim.)</i>	<input checked="" type="checkbox"/> Plaintiff Duane DeWaard	
		_____ Defendant Wesley	
2	If you found in favor of plaintiff Duane DeWaard, what damages do you award to this plaintiff on this claim, as damages for defendant Wesley's breach of contract are explained in Final Jury Instruction No. 11?		
	<input checked="" type="checkbox"/>	The increased dollar value that this plaintiff would have received had Wesley fully performed the contract, in the amount of \$ <u>39,212.50</u>	
	_____	Nominal damages in the amount of \$1.00.	
3	Punitive Damages (If you have found in favor of plaintiff Duane DeWaard, you may award punitive damages as punitive damages are explained in Final Instruction 10.	Do you find by the greater weight of clear, convincing, and satisfactory evidence that the conduct of defendant Wesley constituted willful and wanton disregard for the rights of another? <i>(If your answer to this question is "No," do not answer the remaining questions in this section but go on to consider plaintiff's breach-of-fiduciary-duty claim.)</i>	<input checked="" type="checkbox"/> Yes _____ No
		What amount of punitive damages, if any do you award against defendant Wesley?	\$ <u>5000</u>
		Was the conduct of defendant Wesley directed specifically at plaintiff Duane DeWaard?	<input checked="" type="checkbox"/> Yes _____ No

PLAINTIFF DUANE DEWAARD'S CLAIM OF BREACH OF FIDUCIARY DUTY	
1	On plaintiff Duane DeWaard's claim of breach of fiduciary duty, as explained in Final Jury Instruction No. 7, do you find that Wesley owed a fiduciary duty to plaintiff Duane DeWaard? <i>(If your answer is in favor of plaintiff DeWaard, go on to line 2, but if your answer is in favor of defendant Wesley, go on to consider the defendant's counterclaim of breach of contract.)</i>
<input checked="" type="checkbox"/> Yes _____ No	

PLAINTIFF DUANE DEWAARD'S CLAIM OF BREACH OF FIDUCIARY DUTY		
2	As explained in Final Jury Instruction No. 7, do you find that Wesley breached the fiduciary duty owed to plaintiff Duane DeWaard? <i>(If your answer is in favor of plaintiff, go on to line 3, but if your answer is in favor of defendant Wesley, go on to consider the defendant's counterclaim of breach of contract.)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3	As explained in Final Jury Instruction No. 7, do you find that the breach of the fiduciary duty Wesley owed to plaintiff Duane DeWaard was the proximate cause of damage to plaintiff Duane DeWaard? <i>(If your answer is in favor of plaintiff Duane DeWaard, go on to line 4, but if your answer is in favor of defendant Wesley, go on to consider the defendant's counterclaim of breach of contract.)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4	If you found in favor of plaintiff Duane DeWaard on questions 1 through 3, in which of the following ways identified in Final Jury Instruction No. 7, beginning on page 33, do you find that defendant Wesley's breach of its fiduciary duty was a proximate cause of damage to plaintiff Duane DeWaard? <i>(Please mark all that apply.)</i>	
	A. <input checked="" type="checkbox"/> Wesley failed to inform plaintiffs of Wesley's need of a source of unlimited funds to maintain the flex-hedge program and that it had not obtained prior approval of its lender.	
	B. <input type="checkbox"/> Wesley misrepresented to plaintiffs that the flex-hedge program allowed plaintiffs to "capture the carry" as Wesley itself did in hedging its grain.	
	C. <input checked="" type="checkbox"/> Wesley failed to adopt a set of internal controls that would allow Wesley to adequately monitor the flex-hedge program and to contend with adverse market conditions.	
	D. <input checked="" type="checkbox"/> Wesley wrote more flex-hedge programs than Wesley knew could be margined through adverse market conditions.	
	E. <input checked="" type="checkbox"/> Wesley failed to adequately warn plaintiffs of all the material risks inherent in the flex-hedge program.	
	F. <input type="checkbox"/> Wesley encouraged plaintiffs to deliver on the cash market and roll the flex-hedge contracts when Wesley knew it was against plaintiffs' economic interests to do so.	
	G. <input checked="" type="checkbox"/> Wesley took the "other side" of plaintiffs' July 1996 flex-hedge positions and using the plaintiffs' flex-hedge positions to conceal Wesley's speculative trading losses.	

PLAINTIFF DUANE DEWAARD'S CLAIM OF BREACH OF FIDUCIARY DUTY		
	H. <input checked="" type="checkbox"/>	Wesley conspired with other cooperatives to make unreasonable demands on plaintiffs to pay Wesley's margin and deliver grain in an attempt to conceal Wesley's inability to fund the flex-hedge program.
	I. <input checked="" type="checkbox"/>	Wesley as part of a conspiracy with other cooperatives, used false and misleading comments to turn the community against plaintiffs as a means to force plaintiffs to pay margin money they did not owe.
5	If you found in favor of plaintiff Duane DeWaard, what damages do you award to this plaintiff on this claim, as damages for defendant Wesley's breach of fiduciary duty are explained in Final Jury Instruction No. 11?	
	A. _____	Monetary losses, in the amount of \$ _____, or
	B. _____	"Benefit of the bargain" damages, in the amount of \$ _____, or
	C. <input checked="" type="checkbox"/>	Nominal damages in the amount of \$1.00.
	D.	Only answer this question if you awarded damages to this plaintiff on this claim, and checked box "I" above as one of the ways that defendant Wesley breached its fiduciary duty to plaintiff Duane DeWaard. What amount of the total damages in box 5a or box 5b, if any, did you award against defendant Wesley based on the breach of fiduciary duty identified in box "I"? \$ _____

PLAINTIFF DUANE DEWAARD'S CLAIM OF BREACH OF FIDUCIARY DUTY			
6	Punitive Damages (If you have found in favor of plaintiff Duane DeWaard, you may award punitive damages as punitive damages are explained in Final Instruction 10.	Do you find by the greater weight of clear, convincing, and satisfactory evidence that the conduct of defendant Wesley constituted willful and wanton disregard for the rights of another? <i>(If your answer to this question is "No," do not answer the remaining questions in this section but go on to consider the defendant's counterclaim of breach of contract.)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		What amount of punitive damages, if any do you award against defendant Wesley?	\$ <u>124,954.30</u>
		Was the conduct of defendant Wesley directed specifically at plaintiff Duane DeWaard?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		Only answer this question if you awarded punitive damages to this plaintiff on this claim, and checked box "I" above as one of the ways that defendant Wesley breached its fiduciary duty to plaintiff Duane DeWaard. What amount of the total punitive damages, if any, did you award against defendant Wesley based on the breach of fiduciary duty identified in box "I"? \$ <u>100,000</u>	

DEFENDANT WESLEY'S COUNTERCLAIM OF BREACH OF CONTRACT		
1	On defendant Wesley's counterclaim of breach of contract, as explained in Final Jury Instruction No. 8, in whose favor do you find? <i>(If your answer is in favor of defendant Wesley, go on to line 2, but if your answer is in favor of plaintiff Duane DeWaard, go on to consider plaintiff Beverly Everett's breach of contract claim.)</i>	<input checked="" type="checkbox"/> Plaintiff Duane DeWaard
		<input type="checkbox"/> Defendant Wesley
2	If you found in favor of defendant Wesley, what damages do you award to defendant Wesley on this claim, as damages for plaintiff Duane DeWaard's breach of contract are explained in Final Jury Instruction No. 11?	
	The difference between the market price of the grain at the time Wesley learned of the breach and the contract price of the grain. in the amount of \$ _____, or	
	Nominal damages in the amount of \$1.00.	

Date: 13 July 01

Time: 1230

As to plaintiff Beverly Everett, we, the jury, unanimously find as follows:

PLAINTIFF BEVERLY EVERETT'S CLAIM OF BREACH OF CONTRACT		
1	On plaintiff Beverly Everett's claim of breach of contract, as explained in Final Jury Instruction No. 6, in whose favor do you find? <i>(If your answer is in favor of plaintiff Beverly Everett, go on to line 2, but if your answer is in favor of defendant Wesley, go on to consider the plaintiff's breach-of-fiduciary-duty claim.)</i>	<input checked="" type="checkbox"/> Plaintiff Beverly Everett <input type="checkbox"/> Defendant Wesley
2	If you found in favor of plaintiff Beverly Everett, what damages do you award to this plaintiff on this claim, as damages for defendant Wesley's breach of contract are explained in Final Jury Instruction No. 11?	
	<input checked="" type="checkbox"/> The increased dollar value that this plaintiff would have received had Wesley fully performed the contract, in the amount of \$ <u>61,927.50</u> , or <input type="checkbox"/> Nominal damages in the amount of \$1.00.	
3	Punitive Damages (If you have found in favor of plaintiff Beverly Everett, you may award punitive damages as punitive damages are explained in Final Instruction 10.)	
	Do you find by the greater weight of clear, convincing, and satisfactory evidence that the conduct of defendant Wesley constituted willful and wanton disregard for the rights of another? <i>(If your answer to this question is "No," do not answer the remaining questions in this section but go on to consider plaintiff's breach-of-fiduciary-duty claim.)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	What amount of punitive damages, if any do you award against defendant Wesley?	\$ <u>5000</u>
	Was the conduct of defendant Wesley directed specifically at plaintiff Beverly Everett?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

PLAINTIFF BEVERLY EVERETT'S CLAIM OF BREACH OF FIDUCIARY DUTY	
1	On plaintiff Beverly Everett's claim of breach of fiduciary duty, as explained in Final Jury Instruction No. 7, do you find that Wesley owed a fiduciary duty to plaintiff Beverly Everett? <i>(If your answer is in favor of plaintiff Beverly Everett, go on to line 2, but if your answer is in favor of defendant Wesley, go on to consider the defendant's counterclaim of breach of contract.)</i>
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

PLAINTIFF BEVERLY EVERETT'S CLAIM OF BREACH OF FIDUCIARY DUTY		
2	As explained in Final Jury Instruction No. 7, do you find that Wesley breached the fiduciary duty owed to plaintiff Beverly Everett? <i>(If your answer is in favor of plaintiff Beverly Everett, go on to line 3, but if your answer is in favor of defendant Wesley, go on to consider the defendant's counterclaim of breach of contract.)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3	As explained in Final Jury Instruction No. 7, do you find that the breach of the fiduciary duty Wesley owed to plaintiff Beverly Everett was the proximate cause of damage to plaintiff Beverly Everett? <i>(If your answer is in favor of plaintiff Beverly Everett, go on to line 4, but if your answer is in favor of defendant Wesley, go on to consider the defendant's counterclaim of breach of contract.)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4	If you found in favor of plaintiff Beverly Everett on questions 1 through 3, in which of the following ways identified in Final Jury Instruction No. 7, beginning on page 33, do you find that defendant Wesley's breach of its fiduciary duty was a proximate cause of damage to plaintiff Beverly Everett? <i>(Please mark all that apply.)</i>	
	A. <input checked="" type="checkbox"/> Wesley failed to inform plaintiffs of Wesley's need of a source of unlimited funds to maintain the flex-hedge program and that it had not obtained prior approval of its lender.	
	B. <input type="checkbox"/> Wesley misrepresented to plaintiffs that the flex-hedge program allowed plaintiffs to "capture the carry" as Wesley itself did in hedging its grain.	
	C. <input checked="" type="checkbox"/> Wesley failed to adopt a set of internal controls that would allow Wesley to adequately monitor the flex-hedge program and to contend with adverse market conditions.	
	D. <input checked="" type="checkbox"/> Wesley wrote more flex-hedge programs than Wesley knew could be margined through adverse market conditions.	
	E. <input checked="" type="checkbox"/> Wesley failed to adequately warn plaintiffs of all the material risks inherent in the flex-hedge program.	
	F. <input type="checkbox"/> Wesley encouraged plaintiffs to deliver on the cash market and roll the flex-hedge contracts when Wesley knew it was against plaintiffs' economic interests to do so.	
	G. <input checked="" type="checkbox"/> Wesley took the "other side" of plaintiffs' July 1996 flex-hedge positions and using the plaintiffs' flex-hedge positions to conceal Wesley's speculative trading losses.	

PLAINTIFF BEVERLY EVERETT'S CLAIM OF BREACH OF FIDUCIARY DUTY		
	H. <input checked="" type="checkbox"/>	Wesley conspired with other cooperatives to make unreasonable demands on plaintiffs to pay Wesley's margin and deliver grain in an attempt to conceal Wesley's inability to fund the flex-hedge program.
	I. <input checked="" type="checkbox"/>	Wesley as part of a conspiracy with other cooperatives, used false and misleading comments to turn the community against plaintiffs as a means to force plaintiffs to pay margin money they did not owe.
5	If you found in favor of plaintiff Beverly Everett, what damages do you award to this plaintiff on this claim, as damages for defendant Wesley's breach of fiduciary duty are explained in Final Jury Instruction No. 11?	
	A. _____	Monetary losses, in the amount of \$ _____, or
	B. _____	"Benefit of the bargain" damages, in the amount of \$ _____, or
	C. <input checked="" type="checkbox"/>	Nominal damages in the amount of \$1.00.
	D.	Only answer this question if you awarded damages to this plaintiff on this claim, and checked box "I" above as one of the ways that defendant Wesley breached its fiduciary duty to plaintiff Beverly Everett. What amount of the total damages in box 5a or box 5b, if any, did you award against defendant Wesley based on the breach of fiduciary duty identified in box "I"? \$ _____

PLAINTIFF BEVERLY EVERETT'S CLAIM OF BREACH OF FIDUCIARY DUTY			
6	Punitive Damages (If you have found in favor of plaintiff Beverly Everett, you may award punitive damages as punitive damages are explained in Final Instruction 10.	Do you find by the greater weight of clear, convincing, and satisfactory evidence that the conduct of defendant Wesley constituted willful and wanton disregard for the rights of another? <i>(If your answer to this question is "No," do not answer the remaining questions in this section but go on to consider the defendant's counterclaim of breach of contract.)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		What amount of punitive damages, if any do you award against defendant Wesley?	\$ <u>132,658.80</u>
		Was the conduct of defendant Wesley directed specifically at plaintiff Beverly Everett?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		Only answer this question if you awarded punitive damages to this plaintiff on this claim, and checked box "I" above as one of the ways that defendant Wesley breached its fiduciary duty to plaintiff Beverly Everett. What amount of the total punitive damages, if any, did you award against defendant Wesley based on the breach of fiduciary duty identified in box "I"? \$ <u>100,000</u>	

DEFENDANT WESLEY'S COUNTERCLAIM OF BREACH OF CONTRACT		
1	On defendant Wesley's counterclaim of breach of contract, as explained in Final Jury Instruction No. 8, in whose favor do you find? <i>(If your answer is in favor of defendant Wesley, go on to line 2, but if your answer is in favor of plaintiff Beverly Everett, go on to consider plaintiff Richard Gardner's breach of contract claim.)</i>	<input checked="" type="checkbox"/> Plaintiff Beverly Everett
		<input type="checkbox"/> Defendant Wesley
2	If you found in favor of defendant Wesley, what damages do you award to defendant Wesley on this claim, as damages for plaintiff Beverly Everett's breach of contract are explained in Final Jury Instruction No. 11?	
	The difference between the market price of the grain at the time Wesley learned of the breach and the contract price of the grain, in the amount of \$ _____, or	
	Nominal damages in the amount of \$1.00.	

Date: 13 Jul 01

Time: 1230

As to plaintiff Richard Gardner, we, the jury, unanimously find as follows:

PLAINTIFF RICHARD GARDNER'S CLAIM OF BREACH OF CONTRACT		
1	On plaintiff Richard Gardner's claim of breach of contract, as explained in Final Jury Instruction No. 6, in whose favor do you find? <i>(If your answer is in favor of plaintiff Richard Gardner, go on to line 2, but if your answer is in favor of defendant Wesley, go on to consider the plaintiff's breach-of-fiduciary-duty claim.)</i>	<input checked="" type="checkbox"/> Plaintiff Richard Gardner <input type="checkbox"/> Defendant Wesley
2	If you found in favor of plaintiff Richard Gardner, what damages do you award to this plaintiff on this claim, as damages for defendant Wesley's breach of contract are explained in Final Jury Instruction No. 11?	
	<input checked="" type="checkbox"/> The increased dollar value that this plaintiff would have received had Wesley fully performed the contract, in the amount of \$ <u>38,455.00</u> , or <input type="checkbox"/> Nominal damages in the amount of \$1.00.	
3	Punitive Damages (If you have found in favor of plaintiff Richard Gardner, you may award punitive damages as punitive damages are explained in Final Instruction 10.)	
	Do you find by the greater weight of clear, convincing, and satisfactory evidence that the conduct of defendant Wesley constituted willful and wanton disregard for the rights of another? <i>(If your answer to this question is "No," do not answer the remaining questions in this section but go on to consider plaintiff's breach-of-fiduciary-duty claim.)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	What amount of punitive damages, if any do you award against defendant Wesley?	\$ <u>5000</u>
	Was the conduct of defendant Wesley directed specifically at plaintiff Richard Gardner?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

PLAINTIFF RICHARD GARDNER'S CLAIM OF BREACH OF FIDUCIARY DUTY	
1	On plaintiff Richard Gardner's claim of breach of fiduciary duty, as explained in Final Jury Instruction No. 7, do you find that Wesley owed a fiduciary duty to plaintiff Richard Gardner? <i>(If your answer is in favor of plaintiff Richard Gardner, go on to line 2, but if your answer is in favor of defendant Wesley, go on to consider the defendant's counterclaim of breach of contract.)</i>
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

PLAINTIFF RICHARD GARDNER'S CLAIM OF BREACH OF FIDUCIARY DUTY		
2	As explained in Final Jury Instruction No. 7, do you find that Wesley breached the fiduciary duty owed to plaintiff Richard Gardner? <i>(If your answer is in favor of plaintiff Richard Gardner, go on to line 3, but if your answer is in favor of defendant Wesley, go on to consider the defendant's counterclaim of breach of contract.)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3	As explained in Final Jury Instruction No. 7, do you find that the breach of the fiduciary duty Wesley owed to plaintiff Richard Gardner was the proximate cause of damage to plaintiff Richard Gardner? <i>(If your answer is in favor of plaintiff Richard Gardner, go on to line 4, but if your answer is in favor of defendant Wesley, go on to consider the defendant's counterclaim of breach of contract.)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4	If you found in favor of plaintiff Richard Gardner on questions 1 through 3, in which of the following ways identified in Final Jury Instruction No. 7, beginning on page 33, do you find that defendant Wesley's breach of its fiduciary duty was a proximate cause of damage to plaintiff Richard Gardner? <i>(Please mark all that apply.)</i>	
	A. <input checked="" type="checkbox"/> Wesley failed to inform plaintiffs of Wesley's need of a source of unlimited funds to maintain the flex-hedge program and that it had not obtained prior approval of its lender.	
	B. <input type="checkbox"/> Wesley misrepresented to plaintiffs that the flex-hedge program allowed plaintiffs to "capture the carry" as Wesley itself did in hedging its grain.	
	C. <input checked="" type="checkbox"/> Wesley failed to adopt a set of internal controls that would allow Wesley to adequately monitor the flex-hedge program and to contend with adverse market conditions.	
	D. <input checked="" type="checkbox"/> Wesley wrote more flex-hedge programs than Wesley knew could be margined through adverse market conditions.	
	E. <input checked="" type="checkbox"/> Wesley failed to adequately warn plaintiffs of all the material risks inherent in the flex-hedge program.	
	F. <input type="checkbox"/> Wesley encouraged plaintiffs to deliver on the cash market and roll the flex-hedge contracts when Wesley knew it was against plaintiffs' economic interests to do so.	
	G. <input checked="" type="checkbox"/> Wesley took the "other side" of plaintiffs' July 1996 flex-hedge positions and using the plaintiffs' flex-hedge positions to conceal Wesley's speculative trading losses.	

PLAINTIFF RICHARD GARDNER'S CLAIM OF BREACH OF FIDUCIARY DUTY		
	H. <input checked="" type="checkbox"/>	Wesley conspired with other cooperatives to make unreasonable demands on plaintiffs to pay Wesley's margin and deliver grain in an attempt to conceal Wesley's inability to fund the flex-hedge program.
	I. <input checked="" type="checkbox"/>	Wesley as part of a conspiracy with other cooperatives, used false and misleading comments to turn the community against plaintiffs as a means to force plaintiffs to pay margin money they did not owe.
5	If you found in favor of plaintiff Richard Gardner, what damages do you award to this plaintiff on this claim, as damages for defendant Wesley's breach of fiduciary duty are explained in Final Jury Instruction No. 11?	
	A. _____	Monetary losses, in the amount of \$_____, or
	B. _____	"Benefit of the bargain" damages, in the amount of \$_____, or
	C. <input checked="" type="checkbox"/>	Nominal damages in the amount of \$1.00.
	D.	Only answer this question if you awarded damages to this plaintiff on this claim, and checked box "I" above as one of the ways that defendant Wesley breached its fiduciary duty to plaintiff Richard Gardner. What amount of the total damages in box 5a or box 5b, if any, did you award against defendant Wesley based on the breach of fiduciary duty identified in box "I"? \$_____

PLAINTIFF RICHARD GARDNER'S CLAIM OF BREACH OF FIDUCIARY DUTY			
6	Punitive Damages (If you have found in favor of plaintiff Richard Gardner, you may award punitive damages as punitive damages are explained in Final Instruction 10.	Do you find by the greater weight of clear, convincing, and satisfactory evidence that the conduct of defendant Wesley constituted willful and wanton disregard for the rights of another? <i>(If your answer to this question is "No," do not answer the remaining questions in this section but go on to consider the defendant's counterclaim of breach of contract.)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		What amount of punitive damages, if any do you award against defendant Wesley?	\$ 125,612.05
		Was the conduct of defendant Wesley directed specifically at plaintiff Richard Gardner?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		Only answer this question if you awarded punitive damages to this plaintiff on this claim, and checked box "I" above as one of the ways that defendant Wesley breached its fiduciary duty to plaintiff Richard Gardner. What amount of the total punitive damages, if any, did you award against defendant Wesley based on the breach of fiduciary duty identified in box "I"? \$ 100,000	

DEFENDANT WESLEY'S COUNTERCLAIM OF BREACH OF CONTRACT		
1	On defendant Wesley's counterclaim of breach of contract, as explained in Final Jury Instruction No. 8, in whose favor do you find? <i>(If your answer is in favor of defendant Wesley, go on to line 2, but if your answer is in favor of plaintiff Richard Gardner, go on to consider plaintiff Edward Otis's breach of contract claim.)</i>	<input checked="" type="checkbox"/> Plaintiff Richard Gardner
		<input type="checkbox"/> Defendant Wesley
2	If you found in favor of defendant Wesley, what damages do you award to defendant Wesley on this claim, as damages for plaintiff Richard Gardner's breach of contract are explained in Final Jury Instruction No. 11?	
	The difference between the market price of the grain at the time Wesley learned of the breach and the contract price of the grain, in the amount of \$ _____, or	
	Nominal damages in the amount of \$1.00.	

Date: 13-Jul-01

Time: 12:30

As to plaintiff Edward Otis, we, the jury, unanimously find as follows:

PLAINTIFF EDWARD OTIS'S CLAIM OF BREACH OF CONTRACT			
1	On plaintiff Edward Otis's claim of breach of contract, as explained in Final Jury Instruction No. 6, in whose favor do you find? <i>(If your answer is in favor of plaintiff Edward Otis, go on to line 2, but if your answer is in favor of defendant Wesley, go on to consider the plaintiff's breach-of-fiduciary-duty claim.)</i>	<input checked="" type="checkbox"/> Plaintiff Edward Otis	
		<input type="checkbox"/> Defendant Wesley	
2	If you found in favor of plaintiff Edward Otis, what damages do you award to this plaintiff on this claim, as damages for defendant Wesley's breach of contract are explained in Final Jury Instruction No. 11?		
	<input checked="" type="checkbox"/> The increased dollar value that this plaintiff would have received had Wesley fully performed the contract, in the amount of \$ <u>77,430.00</u> .		
	<input type="checkbox"/> Nominal damages in the amount of \$1.00.		
3	Punitive Damages (If you have found in favor of plaintiff Edward Otis, you may award punitive damages as punitive damages are explained in Final Instruction 10.)	Do you find by the greater weight of clear, convincing, and satisfactory evidence that the conduct of defendant Wesley constituted willful and wanton disregard for the rights of another? <i>(If your answer to this question is "No," do not answer the remaining questions in this section but go on to consider plaintiff's breach-of-fiduciary-duty claim.)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		What amount of punitive damages, if any do you award against defendant Wesley?	\$ <u>5000</u>
		Was the conduct of defendant Wesley directed specifically at plaintiff Edward Otis?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

PLAINTIFF EDWARD OTIS'S CLAIM OF BREACH OF FIDUCIARY DUTY	
1	On plaintiff Edward Otis's claim of breach of fiduciary duty, as explained in Final Jury Instruction No. 7, do you find that Wesley owed a fiduciary duty to plaintiff Edward Otis? <i>(If your answer is in favor of plaintiff Edward Otis, go on to line 2, but if your answer is in favor of defendant Wesley, go on to consider the defendant's counterclaim of breach of contract.)</i>
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

PLAINTIFF EDWARD OTIS'S CLAIM OF BREACH OF FIDUCIARY DUTY		
2	As explained in Final Jury Instruction No. 7, do you find that Wesley breached the fiduciary duty owed to plaintiff Edward Otis? <i>(If your answer is in favor of plaintiff Edward Otis, go on to line 3, but if your answer is in favor of defendant Wesley, go on to consider the defendant's counterclaim of breach of contract.)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3	As explained in Final Jury Instruction No. 7, do you find that the breach of the fiduciary duty Wesley owed to plaintiff Edward Otis was the proximate cause of damage to plaintiff Edward Otis? <i>(If your answer is in favor of plaintiff Edward Otis, go on to line 4, but if your answer is in favor of defendant Wesley, go on to consider the defendant's counterclaim of breach of contract.)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4	If you found in favor of plaintiff Edward Otis on questions 1 through 3, in which of the following ways identified in Final Jury Instruction No. 7, beginning on page 33, do you find that defendant Wesley's breach of its fiduciary duty was a proximate cause of damage to plaintiff Edward Otis? <i>(Please mark all that apply.)</i>	
	A. <input checked="" type="checkbox"/> Wesley failed to inform plaintiffs of Wesley's need of a source of unlimited funds to maintain the flex-hedge program and that it had not obtained prior approval of its lender.	
	B. <input type="checkbox"/> Wesley misrepresented to plaintiffs that the flex-hedge program allowed plaintiffs to "capture the carry" as Wesley itself did in hedging its grain.	
	C. <input checked="" type="checkbox"/> Wesley failed to adopt a set of internal controls that would allow Wesley to adequately monitor the flex-hedge program and to contend with adverse market conditions.	
	D. <input checked="" type="checkbox"/> Wesley wrote more flex-hedge programs than Wesley knew could be margined through adverse market conditions.	
	E. <input checked="" type="checkbox"/> Wesley failed to adequately warn plaintiffs of all the material risks inherent in the flex-hedge program.	
	F. <input type="checkbox"/> Wesley encouraged plaintiffs to deliver on the cash market and roll the flex-hedge contracts when Wesley knew it was against plaintiffs' economic interests to do so.	
	G. <input checked="" type="checkbox"/> Wesley took the "other side" of plaintiffs' July 1996 flex-hedge positions and using the plaintiffs' flex-hedge positions to conceal Wesley's speculative trading losses.	

PLAINTIFF EDWARD OTIS'S CLAIM OF BREACH OF FIDUCIARY DUTY		
	H. <input checked="" type="checkbox"/>	Wesley conspired with other cooperatives to make unreasonable demands on plaintiffs to pay Wesley's margin and deliver grain in an attempt to conceal Wesley's inability to fund the flex-hedge program.
	I. <input checked="" type="checkbox"/>	Wesley as part of a conspiracy with other cooperatives, used false and misleading comments to turn the community against plaintiffs as a means to force plaintiffs to pay margin money they did not owe..
5	If you found in favor of plaintiff Edward Otis, what damages do you award to this plaintiff on this claim, as damages for defendant Wesley's breach of fiduciary duty are explained in Final Jury Instruction No. 11?	
	A. _____	Monetary losses, in the amount of \$_____, or
	B. _____	"Benefit of the bargain" damages, in the amount of \$_____, or
	C. <input checked="" type="checkbox"/>	Nominal damages in the amount of \$1.00.
	D.	Only answer this question if you awarded damages to this plaintiff on this claim, and checked box "I" above as one of the ways that defendant Wesley breached its fiduciary duty to plaintiff Edward Otis. What amount of the total damages in box 5a or box 5b, if any, did you award against defendant Wesley based on the breach of fiduciary duty identified in box "I"? \$ _____

PLAINTIFF EDWARD OTIS'S CLAIM OF BREACH OF FIDUCIARY DUTY			
6	Punitive Damages (If you have found in favor of plaintiff Edward Otis, you may award punitive damages as punitive damages are explained in Final Instruction 10.	Do you find by the greater weight of clear, convincing, and satisfactory evidence that the conduct of defendant Wesley constituted willful and wanton disregard for the rights of another? <i>(If your answer to this question is "No," do not answer the remaining questions in this section but go on to consider the defendant's counterclaim of breach of contract.)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		What amount of punitive damages, if any do you award against defendant Wesley?	\$ <u>137,345</u>
		Was the conduct of defendant Wesley directed specifically at plaintiff Edward Otis?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		Only answer this question if you awarded punitive damages to this plaintiff on this claim, and checked box "I" above as one of the ways that defendant Wesley breached its fiduciary duty to plaintiff Edward Otis. What amount of the total punitive damages, if any, did you award against defendant Wesley based on the breach of fiduciary duty identified in box "I"? \$ <u>100,000</u>	

DEFENDANT WESLEY'S COUNTERCLAIM OF BREACH OF CONTRACT		
1	On defendant Wesley's counterclaim of breach of contract, as explained in Final Jury Instruction No. 8, in whose favor do you find? <i>(If your answer is in favor of defendant Wesley, go on to line 2, but if your answer is in favor of plaintiff Edward Otis, go on to consider plaintiff James Otis's breach of contract claim.)</i>	<input checked="" type="checkbox"/> Plaintiff Edward Otis
		<input type="checkbox"/> Defendant Wesley
2	If you found in favor of defendant Wesley, what damages do you award to defendant Wesley on this claim, as damages for plaintiff Edward Otis's breach of contract are explained in Final Jury Instruction No. 11?	
	The difference between the market price of the grain at the time Wesley learned of the breach and the contract price of the grain, in the amount of \$ _____, or	
	Nominal damages in the amount of \$1.00.	

Date: 13 Jul 01

Time: 1230

As to plaintiff James Otis, we, the jury, unanimously find as follows:

PLAINTIFF JAMES OTIS'S CLAIM OF BREACH OF CONTRACT		
1	On plaintiff James Otis's claim of breach of contract, as explained in Final Jury Instruction No. 6, in whose favor do you find? <i>(If your answer is in favor of plaintiff James Otis, go on to line 2, but if your answer is in favor of defendant Wesley, go on to consider the plaintiff's breach-of-fiduciary-duty claim.)</i>	<input checked="" type="checkbox"/> Plaintiff James Otis <input type="checkbox"/> Defendant Wesley
2	If you found in favor of plaintiff James Otis, what damages do you award to this plaintiff on this claim, as damages for defendant Wesley's breach of contract are explained in Final Jury Instruction No. 11?	
	<input checked="" type="checkbox"/> The increased dollar value that this plaintiff would have received had Wesley fully performed the contract, in the amount of \$ <u>65,587.50</u> or <input type="checkbox"/> Nominal damages in the amount of \$1.00.	
3	Punitive Damages (If you have found in favor of plaintiff James Otis, you may award punitive damages as punitive damages are explained in Final Instruction 10.)	
	Do you find by the greater weight of clear, convincing, and satisfactory evidence that the conduct of defendant Wesley constituted willful and wanton disregard for the rights of another? <i>(If your answer to this question is "No," do not answer the remaining questions in this section but go on to consider plaintiff's breach-of-fiduciary-duty claim.)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	What amount of punitive damages, if any do you award against defendant Wesley?	\$ <u>5000</u>
	Was the conduct of defendant Wesley directed specifically at plaintiff James Otis?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

PLAINTIFF JAMES OTIS'S CLAIM OF BREACH OF FIDUCIARY DUTY	
1	On plaintiff James Otis's claim of breach of fiduciary duty, as explained in Final Jury Instruction No. 7, do you find that Wesley owed a fiduciary duty to plaintiff James Otis? <i>(If your answer is in favor of plaintiff James Otis, go on to line 2, but if your answer is in favor of defendant Wesley, go on to consider the defendant's counterclaim of breach of contract.)</i>
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

PLAINTIFF JAMES OTIS'S CLAIM OF BREACH OF FIDUCIARY DUTY		
2	As explained in Final Jury Instruction No. 7, do you find that Wesley breached the fiduciary duty owed to plaintiff James Otis? (If your answer is in favor of plaintiff James Otis, go on to line 3, but if your answer is in favor of defendant Wesley, go on to consider the defendant's counterclaim of breach of contract.)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3	As explained in Final Jury Instruction No. 7, do you find that the breach of the fiduciary duty Wesley owed to plaintiff James Otis was the proximate cause of damage to plaintiff James Otis? (If your answer is in favor of plaintiff James Otis, go on to line 4, but if your answer is in favor of defendant Wesley, go on to consider the defendant's counterclaim of breach of contract.)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4	If you found in favor of plaintiff James Otis on questions 1 through 3, in which of the following ways identified in Final Jury Instruction No. 7, beginning on page 33, do you find that defendant Wesley's breach of its fiduciary duty was a proximate cause of damage to plaintiff James Otis? (Please mark all that apply.)	
	A. <input checked="" type="checkbox"/> Wesley failed to inform plaintiffs of Wesley's need of a source of unlimited funds to maintain the flex-hedge program and that it had not obtained prior approval of its lender.	
	B. <input type="checkbox"/> Wesley misrepresented to plaintiffs that the flex-hedge program allowed plaintiffs to "capture the carry" as Wesley itself did in hedging its grain.	
	C. <input checked="" type="checkbox"/> Wesley failed to adopt a set of internal controls that would allow Wesley to adequately monitor the flex hedge program and to contend with adverse market conditions.	
	D. <input checked="" type="checkbox"/> Wesley wrote more flex-hedge programs than Wesley knew could be margined through adverse market conditions.	
	E. <input checked="" type="checkbox"/> Wesley failed to adequately warn plaintiffs of all the material risks inherent in the flex-hedge program.	
	F. <input type="checkbox"/> Wesley encouraged plaintiffs to deliver on the cash market and roll the flex-hedge contracts when Wesley knew it was against plaintiffs' economic interests to do so.	
	G. <input checked="" type="checkbox"/> Wesley took the "other side" of plaintiffs' July 1996 flex-hedge positions and using the plaintiffs' flex-hedge positions to conceal Wesley's speculative trading losses.	

PLAINTIFF JAMES OTIS'S CLAIM OF BREACH OF FIDUCIARY DUTY		
	H. <input checked="" type="checkbox"/>	Wesley conspired with other cooperatives to make unreasonable demands on plaintiffs to pay Wesley's margin and deliver grain in an attempt to conceal Wesley's inability to fund the flex-hedge program.
	I. <input checked="" type="checkbox"/>	Wesley as part of a conspiracy with other cooperatives, used false and misleading comments to turn the community against plaintiffs as a means to force plaintiffs to pay margin money they did not owe.
5	If you found in favor of plaintiff James Otis, what damages do you award to this plaintiff on this claim, as damages for defendant Wesley's breach of fiduciary duty are explained in Final Jury Instruction No. 11?	
	A. _____	Monetary losses, in the amount of \$_____, or
	B. _____	"Benefit of the bargain" damages, in the amount of \$_____, or
	C. <input checked="" type="checkbox"/>	Nominal damages in the amount of \$1.00.
	D.	Only answer this question if you awarded damages to this plaintiff on this claim, and checked box "I" above as one of the ways that defendant Wesley breached its fiduciary duty to plaintiff James Otis. What amount of the total damages in box 5a or box 5b, if any, did you award against defendant Wesley based on the breach of fiduciary duty identified in box "I"? \$_____

PLAINTIFF JAMES OTIS'S CLAIM OF BREACH OF FIDUCIARY DUTY			
6	Punitive Damages (If you have found in favor of plaintiff James Otis, you may award punitive damages as punitive damages are explained in Final Instruction 10.	Do you find by the greater weight of clear, convincing, and satisfactory evidence that the conduct of defendant Wesley constituted willful and wanton disregard for the rights of another? <i>(If your answer to this question is "No," do not answer the remaining questions in this section but go on to consider the defendant's counterclaim of breach of contract.)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		What amount of punitive damages, if any do you award against defendant Wesley?	\$ 133,751.00
		Was the conduct of defendant Wesley directed specifically at plaintiff James Otis?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		Only answer this question if you awarded punitive damages to this plaintiff on this claim, and checked box "1" above as one of the ways that defendant Wesley breached its fiduciary duty to plaintiff James Otis. What amount of the total punitive damages, if any, did you award against defendant Wesley based on the breach of fiduciary duty identified in box "1"? \$ 100,000	

DEFENDANT WESLEY'S COUNTERCLAIM OF BREACH OF CONTRACT		
1	On defendant Wesley's counterclaim of breach of contract, as explained in Final Jury Instruction No. 8, in whose favor do you find? <i>(If your answer is in favor of defendant Wesley, go on to line 2, but if your answer is in favor of plaintiff James Otis, go on to consider plaintiffs Ronald and Debra Schmidt's breach of contract claim.)</i>	<input checked="" type="checkbox"/> Plaintiff James Otis
		<input type="checkbox"/> Defendant Wesley
2	If you found in favor of defendant Wesley, what damages do you award to defendant Wesley on this claim, as damages for plaintiff James Otis's breach of contract are explained in Final Jury Instruction No. 11?	
	The difference between the market price of the grain at the time Wesley learned of the breach and the contract price of the grain, in the amount of \$ _____, or	
	Nominal damages in the amount of \$1.00.	

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As to plaintiffs Ronald and Debra Schmidt, we, the jury, unanimously find as follows:

THE SCHMIDT PLAINTIFFS' CLAIM OF BREACH OF CONTRACT			
1	On the Schmidt plaintiffs' claim of breach of contract, as explained in Final Jury Instruction No. 6, in whose favor do you find? <i>(If your answer is in favor of the Schmidt plaintiffs, go on to line 2, but if your answer is in favor of defendant Wesley, go on to consider the plaintiffs' breach-of-fiduciary-duty claim.)</i>	<input checked="" type="checkbox"/> Schmidt Plaintiffs <input type="checkbox"/> Defendant Wesley	
2	If you found in favor of the Schmidt plaintiffs, what damages do you award to these plaintiffs on this claim, as damages for defendant Wesley's breach of contract are explained in Final Jury Instruction No. 11?		
	<input checked="" type="checkbox"/> The increased dollar value that these plaintiffs would have received had Wesley fully performed the contract, in the amount of \$ <u>7,270.00</u> , or		
	<input type="checkbox"/> Nominal damages in the amount of \$1.00.		
3	Punitive Damages (If you have found in favor of the Schmidt plaintiffs, you may award punitive damages as punitive damages are explained in Final Instruction 10.	Do you find by the greater weight of clear, convincing, and satisfactory evidence that the conduct of defendant Wesley constituted willful and wanton disregard for the rights of another? <i>(If your answer to this question is "No," do not answer the remaining questions in this section but go on to consider plaintiffs' breach-of-fiduciary-duty claim.)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		What amount of punitive damages, if any do you award against defendant Wesley?	\$ <u>5000</u>
		Was the conduct of defendant Wesley directed specifically at the Schmidt plaintiffs?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

THE SCHMIDT PLAINTIFFS' CLAIM OF BREACH OF FIDUCIARY DUTY	
1	On the Schmidt plaintiffs' claim of breach of fiduciary duty, as explained in Final Jury Instruction No. 7, do you find that Wesley owed a fiduciary duty to the Schmidt plaintiffs? <i>(If your answer is in favor of the Schmidt plaintiffs, go on to line 2, but if your answer is in favor of defendant Wesley, go on to consider the defendant's counterclaim of breach of contract.)</i>
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

THE SCHMIDT PLAINTIFFS' CLAIM OF BREACH OF FIDUCIARY DUTY		
2	As explained in Final Jury Instruction No. 7, do you find that Wesley breached the fiduciary duty owed to the Schmidt plaintiffs? <i>(If your answer is in favor of the Schmidt plaintiffs, go on to line 3, but if your answer is in favor of defendant Wesley, go on to consider the defendant's counterclaim of breach of contract.)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3	As explained in Final Jury Instruction No. 7, do you find that the breach of the fiduciary duty Wesley owed to the Schmidt plaintiffs was the proximate cause of damage to the Schmidt plaintiffs? <i>(If your answer is in favor of the Schmidt plaintiffs, go on to line 4, but if your answer is in favor of defendant Wesley, go on to consider the defendant's counterclaim of breach of contract.)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4	If you found in favor of the plaintiffs on questions 1 through 3, in which of the following ways identified in Final Jury Instruction No. 7, beginning on page 33, do you find that defendant Wesley's breach of its fiduciary duty was a proximate cause of damage to the Schmidt plaintiffs? <i>(Please mark all that apply.)</i>	
	A. <input checked="" type="checkbox"/> Wesley failed to inform plaintiffs of Wesley's need of a source of unlimited funds to maintain the flex-hedge program and that it had not obtained prior approval of its lender.	
	B. <input type="checkbox"/> Wesley misrepresented to plaintiffs that the flex-hedge program allowed plaintiffs to "capture the carry" as Wesley itself did in hedging its grain.	
	C. <input checked="" type="checkbox"/> Wesley failed to adopt a set of internal controls that would allow Wesley to adequately monitor the flex-hedge program and to contend with adverse market conditions.	
	D. <input checked="" type="checkbox"/> Wesley wrote more flex-hedge programs than Wesley knew could be margined through adverse market conditions.	
	E. <input checked="" type="checkbox"/> Wesley failed to adequately warn plaintiffs of all the material risks inherent in the flex-hedge program.	
	F. <input type="checkbox"/> Wesley encouraged plaintiffs to deliver on the cash market and roll the flex-hedge contracts when Wesley knew it was against plaintiffs' economic interests to do so.	
	G. <input checked="" type="checkbox"/> Wesley took the "other side" of plaintiffs' July 1996 flex-hedge positions and using the plaintiffs' flex-hedge positions to conceal Wesley's speculative trading losses.	

THE SCHMIDT PLAINTIFFS' CLAIM OF BREACH OF FIDUCIARY DUTY		
	H. <input checked="" type="checkbox"/>	Wesley conspired with other cooperatives to make unreasonable demands on plaintiffs to pay Wesley's margin and deliver grain in an attempt to conceal Wesley's inability to fund the flex-hedge program.
	I. <input checked="" type="checkbox"/>	Wesley as part of a conspiracy with other cooperatives, used false and misleading comments to turn the community against plaintiffs as a means to force plaintiffs to pay margin money they did not owe.
5	If you found in favor of the Schmidt plaintiffs, what damages do you award to these plaintiffs on this claim, as damages for defendant Wesley's breach of fiduciary duty are explained in Final Jury Instruction No. 11?	
	A. _____	Monetary losses, in the amount of \$_____, or
	B. _____	"Benefit of the bargain" damages, in the amount of \$_____, or
	C. <input checked="" type="checkbox"/>	Nominal damages in the amount of \$1.00.
	D.	Only answer this question if you awarded damages to these plaintiffs on this claim, and checked box "I" above as one of the ways that defendant Wesley breached its fiduciary duty to the Schmidt plaintiffs. What amount of the total damages in box 5a or box 5b, if any, did you award against defendant Wesley based on the breach of fiduciary duty identified in box "I"? \$_____

THE SCHMIDT PLAINTIFFS' CLAIM OF BREACH OF FIDUCIARY DUTY			
6	Punitive Damages (If you have found in favor of the Schmidt plaintiffs, you may award punitive damages as punitive damages are explained in Final Instruction 10.)	Do you find by the greater weight of clear, convincing, and satisfactory evidence that the conduct of defendant Wesley constituted willful and wanton disregard for the rights of another? <i>(If your answer to this question is "No," do not answer the remaining questions in this section but go on to consider the defendant's counterclaim of breach of contract.)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		What amount of punitive damages, if any do you award against defendant Wesley?	\$ <u>140,000.55</u>
		Was the conduct of defendant Wesley directed specifically at the Schmidt plaintiffs?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		Only answer this question if you awarded punitive damages to these plaintiffs on this claim, and checked box "I" above as one of the ways that defendant Wesley breached its fiduciary duty to the Schmidt plaintiffs. What amount of the total punitive damages, if any, did you award against defendant Wesley based on the breach of fiduciary duty identified in box "I"? \$ <u>100,000</u>	

DEFENDANT WESLEY'S COUNTERCLAIM OF BREACH OF CONTRACT			
1	On defendant Wesley's counterclaim of breach of contract, as explained in Final Jury Instruction No. 8, in whose favor do you find? <i>(If your answer is in favor of defendant Wesley, go on to line 2.)</i>	<input checked="" type="checkbox"/> Schmidt Plaintiffs	
		<input type="checkbox"/> Defendant Wesley	
2	If you found in favor of defendant Wesley, what damages do you award to defendant Wesley on this claim, as damages for the Schmidt plaintiffs' breach of contract are explained in Final Jury Instruction No. 11?		
	The difference between the market price of the grain at the time Wesley learned of the breach and the contract price of the grain, in the amount of \$ _____, or		
	Nominal damages in the amount of \$1.00.		

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